



1 Federal Rule of Civil Procedure 26 confers "'broad discretion on the trial court to  
2 decide when a protective order is appropriate and what degree of protection is required."  
3 *Phillips ex re. Estates of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1211 (9th Cir.2002)  
4 (quoting *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 36 (1984)). While the parties may  
5 agree among themselves to keep any matters confidential, this court enters confidentiality  
6 orders only when the parties allege specific facts which meet the "good cause"  
7 requirements of Fed.R.Civ.P. 26(c). *Rivera v. NIBCO, Inc.*, 364 F.3d 1057, 1063 (9th  
8 Cir.2004)(party seeking the protective order has the burden "to 'show good cause' by  
9 demonstrating harm or prejudice that will result from the discovery."). The court  
10 recognizes that some courts may issue stipulated protective orders routinely and this  
11 practice has been approved without requiring an advance showing of good cause. *See In*  
12 *re Roman Catholic Archbishop of Portland in Oregon*, 661 F.3d 417 (9th Cir.  
13 2011)("When the protective order was a stipulated order and no party has made a good  
14 cause showing...[i]f a party takes steps to release documents subject to a stipulated order,  
15 the party opposing disclosure has the burden of establishing that there is good cause to  
16 continue the protection of the discovery material."). Nevertheless, it is this court's policy  
17 to adhere to Rule 26(c) and enter only narrowly drawn protective orders when there are  
18 specific facts or documents which meet the particular "good cause" requirements. The  
19 court is mindful of the "hazard[s] of stipulated protective orders" which "often contain  
20 provisions that purport to put the entire litigation under lock and key without regard to  
21 the actual requirements of Rule 26(c)." *Kamakana v. City and County of Honolulu*, 447  
22 F.3d 1172, 1183 (9th Cir. 2006). Blanket protective orders are by their nature  
23 overinclusive and even though stipulated, may not be entered under Rule 26(c). *See Foltz*  
24 *v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1131 (9th Cir.2003) (holding that the  
25 district court abused its discretion under Rule 26(c) by entering a blanket protective  
26 without requiring the party seeking protection "to show that specific discovery  
27 documents, whether eventually filed with the court or not, contained [confidential]  
28 information") (emphasis in original); *San Jose Mercury News, Inc. v. U.S. Dist. Ct.*, 187

1 F.3d 1096, 1103 (9th Cir. 1999) (holding that blanket stipulated protective orders entered  
2 under Rule 26(c) “are inherently subject to challenge and modification, as the party  
3 resisting disclosure generally has not made a particularized showing of good cause with  
4 respect to any individual document”).

5 Nothing precludes the parties from entering into a private confidentiality  
6 agreement with terms which address the use and dissemination of material produced in  
7 discovery and are tailored to the parties' concerns. The parties may renew the request for  
8 a protective order if there are concerns as to specific documents and if there are  
9 contentions that a party is violating a Protective Agreement entered into by the parties,  
10 but not the subject of a Protective Order.

11 Accordingly, The parties' Stipulated United States' Motion for Protective Order  
12 (ECF No. 13) is **DENIED**.

13 **IT IS SO ORDERED.** The Clerk is hereby directed to enter this Order and  
14 furnish copies to counsel.

15 **DATED** this 25th day of June, 2014.

16 s/ Justin L. Quackenbush  
17 JUSTIN L. QUACKENBUSH  
18 SENIOR UNITED STATES DISTRICT JUDGE  
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